



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20

July 7, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

July 07, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AWARD SERVICES CONTRACT FOR MAINTENANCE AND ROUTINE SERVICES OF PUBLIC WORKS HEADQUARTERS COMPLEX ELEVATORS (SUPERVISORIAL DISTRICT 5) (3 VOTES)

SUBJECT

This action is to award a services contract for Maintenance and Routine Service of Public Works Headquarters Complex Elevators.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for Maintenance and Routine Service of Public Works Headquarters Complex Elevators in an annual sum of \$323,800 to ThyssenKrupp Elevator Corporation. This contract will be for a term of 1 year commencing on July 28, 2015, with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with a maximum potential contract sum of \$1,780,900.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.
4. Authorize the Director of Public Works or her designee to execute the contract; to renew the

contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, the ThyssenKrupp Elevator Corporation has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide maintenance and routine service of Public Works Headquarters Complex elevators. The Department of Public Works has contracted for this service since 1996.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract is for an annual amount of \$323,800 plus 10 percent for additional work within the scope of the contract with a maximum potential contract sum of \$1,780,900 for the maximum potential contract term of 66 months. This amount is based on the unit prices/hourly rates quoted by the contractor and our estimated annual utilization of the contractor's services.

Public Works successfully negotiated with the contractor to reduce their after-hours and as-needed repairs rates for an estimated annual savings of \$25,000 without adding extension years or reducing service.

Funding for this service is included in the Internal Service Fund Fiscal Year 2015-16 Budget, which will be reimbursed by the Flood Control District Fund. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is ThyssenKrupp Elevator Corporation, located in Los Angeles, California. This contract will commence on July 28, 2015, for a period of 1 year. With the Board's delegated authority, the Director of Public Works or her designee may renew this contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

The contract will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with

ThyssenKrupp Elevator Corporation was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Interim Chief Executive Officer and the Board.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. This contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on March 11, 2015, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

This contract does not allow for a cost-of-living adjustment for the optional years.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This service is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Class 1, Section 15301 of CEQA.

CONTRACTING PROCESS

On March 12, 2015, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B). Also, Public Works informed 1,213 entities consisting of local small business enterprises, independent contractors, and community business enterprises about this business opportunity.

On April 6, 2015, one proposal was received. The proposal was first reviewed to ensure it met the minimum requirements in the RFP. The proposal having met these requirements was then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive and responsible proposer, ThyssenKrupp Elevator Corporation. Public Works determined the contractor's price to be reasonable for the work requested.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Architectural Engineering Division.

Respectfully submitted,



GAIL FARBER

Director

GF:JQ:so

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel
Executive Office

SAMPLE AGREEMENT FOR
MAINTENANCE AND ROUTINE SERVICE OF PUBLIC WORKS
HEADQUARTERS COMPLEX ELEVATORS (2015-AN001)

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and THYSSENKRUPP ELEVATOR CORPORATION, a Delaware Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 6, 2015, hereby agrees to provide services as described in this Contract for Elevator Maintenance Services for Public Works Headquarters Complex (2015-AN001).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$323,800 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 28, 2015. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through G, inclusive, the COUNTY'S provisions shall control and be binding.

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THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

Page 3 of 4

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY WICKHAM
Interim County Counsel

By _____
Deputy

THYSSENKRUPP ELEVATOR
CORPORATION

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information**Bid Number :** PW-ASD # 943**Bid Title :** Maintenance and Routine Service of Public Works Headquarters Complex Elevators**Bid Type :** Service**Department :** Public Works**Commodity :** ELEVATOR INSTALLATION, MAINTENANCE AND REPAIR**Open Date :** 3/12/2015**Closing Date :** 4/6/2015 5:30 PM**Bid Amount :** \$ 120,000**Bid Download :** Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract Maintenance and Routine Service of Public Works Headquarters Complex Elevators (2015-AN001). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one-year option renewals. The total annual contract amount of this service is estimated to be \$120,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Edwin Manoukian at (626) 458 4057, emanoukian@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer must have ten years of experience providing elevator maintenance.
2. Proposer's proposal must identify a Project Manager or equivalent who must have at least three years of experience providing elevator maintenance.
3. Proposer must hold a valid and active California-issued Contractor's Class C-11 license at the time of proposal submission.
4. Proposer's proposal must identify its plan to directly employ sufficient competent personnel within 50 miles of project to handle all required work.
5. Proposer's proposal must identify its ability to maintain local stock of parts adequate for replacement on permanent or emergency basis.
6. Proposer must provide its detailed plan for responding to Public Works service calls for emergency and nonemergency services. After placing a call by the Contract Manager, Proposer must be able to be on-site within 1 hour for emergency calls and within 24 hours for nonemergency calls.

The use of subcontractors is prohibited for these services. Please disregard all references to subcontractor in this RFP.

A Proposers' Conference will be held on Monday, March 23, 2015, at 10 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. A walk-through will be conducted after the conference. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk-through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Monday, April 6, 2015, at 5:30 p.m. Please direct your questions to Mr. Manoukian at the number listed on the previous page.

Contact Name : Edwin Manoukian**Contact Phone# :** (626) 458-4057**Contact Email :** emanoukian@dpw.lacounty.gov**Last Changed On :** 3/12/2015 10:09:12 AM

[Back to Last Window](#)